

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. 402-16-1-7916-0001 PAGE 1 OF 31

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA241-15-R-0153 6. SOLICITATION ISSUE DATE 02-02-2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME Craig Harris b. TELEPHONE NO. (No Collect Calls) 603-314-1664 8. OFFER DUE DATE/LOCAL TIME 03-02-2016 3:00 PM EST

9. ISSUED BY Department of Veterans Affairs NCO 1 Contracting Officer (90C) 718 Smyth Rd Manchester NH 03104 CODE 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339116  HUBZONE SMALL BUSINESS  EDWOSB  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO Department of Veterans Affairs Togus VAMC 1 VA Center Augusta ME 04330 CODE 16. ADMINISTERED BY Department of Veterans Affairs NCO 1 Contracting Officer (90C) 718 Smyth Rd Manchester NH 03104 CODE

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp See VAAR 852.232-72 Austin TX 78714-9971 CODE PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall fabricate dental prosthetic items in strict accordance with the dental laboratory order for the fabrication of dental prostheses pursuant to the Performance Work Statement described herein. The Government intends to award a firm fixed price IDIQ with (1) base year and (4) option years.</p> <p>Offerors should carefully follow instructions included in section E in 52.212-1 and for evaluation criteria specified in 52.212-2. Pricing should be identified in section B.3 Price/Cost Schedule attached to the RFP.</p> <p>This procurement is being conducted under FAR 12 in conjunction with FAR 15. Any proposal not compliant with requirements will not be considered.</p> <p>RFP Questions are due 2/20/16 @ 12pm EST. Questions must be submitted via email to Craig.Harris@va.gov. RFP responses are due 3/2/2016 at 3:00 PM EST. RFP responses must be submitted via email to: Craig.Harris@va.gov. Hand deliveries will not be accepted.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 402-3660160-7916-824800-2580 0100B00P1 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Contracting Officer 31c. DATE SIGNED

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## A.2 PRICE/COST SCHEDULE

The Government intends to award an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for both the VA Maine Healthcare System, Togus and Bangor Campuses. This IDIQ will include a period of performance of (1) base year and (4) option years and will not exceed (5) years.

Vendor shall furnish all necessary labor (including diagnostic wax up services), equipment, supplies, packaging, transportation, manifests, and reports necessary to fabricate, and deliver the materials listed below in accordance with the Performance Work Statement and Period of Performance of this document. Please ensure all quoted line item pricing includes any applicable shipping and/or handling costs as part of the final Unit Price.

All work requested in this contract shall include all necessary “model work” including impression pouring, die trimming, and articulation.

The price of a fixed partial denture includes the price of the retainers and pontic(s). These units will be priced at the rate of a single crown times the number of units in the fixed partial denture. The price of the prostheses (dental porcelain fused to metal crowns and fixed partial dentures) shall not change if the prescription request metal occlusal or lingual surfaces; metal rest seats, guide planes and contour undercuts (survey crowns); porcelain butt margins, metal collars; or retro-fitting a crown to an existing removable partial denture.

The price of a removable partial denture cast framework shall not change if the prescription requests multiple clasps or wrought wire clasps; or a lingual plate major connector.

At this time, the actual workload for the base period is unknown. We are requesting pricing for all line items below so they are available for purchase throughout the life of this contract. The minimum base year amount for this contract is \$150,000.00. The maximum amount for the base + four option years is \$1.5 million. As stated above, the actual workload for the base period is unknown; the estimated usage below and dollar amounts provided are based on FY14 workload and are not guaranteed. **The Government reserves the right to add more services and supplies during the terms of this agreement via a dually signed modification with the contractor.**

Period of Performance - Base Year					
CLIN	Item Description	Est. Yearly Usage	Unit	Unit Price	Total Price
0001	Crowns (Base & Noble)	150	EA		
0002	Post & Cores	30	EA		
0003	Completed Dentures	250	EA		
0004	Complete Partial Dentures (Resin)	75	EA		
0005	Partial Dentures (Metal)	175	EA		
0006	Partial Dentures (Flex)	50	EA		
0007	Denture Repairs	200	EA		
0008	Denture Reline/Rebase	175	EA		

0009	Over Dentures	10	EA		
0010	TAP III	15	EA		
0011	Custom Abutments	10	EA		
0012	Implant Crowns/Bridges	70	EA		
0013	Radiographic Guides	20	EA		
0014	Pontics	50	EA		
0015	Occlusal Guards	150	EA		

Period of Performance - Option 1					
CLIN	Item Description	Est. Yearly Usage	Unit	Unit Price	Total Price
1001	Crowns (Base & Noble)	150	EA		
1002	Post & Cores	30	EA		
1003	Completed Dentures	250	EA		
1004	Complete Partial Dentures (Resin)	75	EA		
1005	Partial Dentures (Metal)	175	EA		
1006	Partial Dentures (Flex)	50	EA		
1007	Denture Repairs	200	EA		
1008	Denture Reline/Rebase	175	EA		
1009	Over Dentures	10	EA		
1010	TAP III	15	EA		
1011	Custom Abutments	10	EA		
1012	Implant Crowns/Bridges	70	EA		
1013	Radiographic Guides	20	EA		
1014	Pontics	50	EA		
1015	Occlusal Guards	150	EA		

Period of Performance - Option 2					
CLIN	Item Description	Est. Yearly Usage	Unit	Unit Price	Total Price
2001	Crowns (Base & Noble)	150	EA		
2002	Post & Cores	30	EA		
2003	Completed Dentures	250	EA		
2004	Complete Partial Dentures (Resin)	75	EA		

2005	Partial Dentures (Metal)	175	EA		
2006	Partial Dentures (Flex)	50	EA		
2007	Denture Repairs	200	EA		
2008	Denture Reline/Rebase	175	EA		
2009	Over Dentures	10	EA		
2010	TAP III	15	EA		
2011	Custom Abutments	10	EA		
2012	Implant Crowns/Bridges	70	EA		
2013	Radiographic Guides	20	EA		
2014	Pontics	50	EA		
2015	Occlusal Guards	150	EA		

Period of Performance - Option 3					
CLIN	Item Description	Est. Yearly Usage	Unit	Unit Price	Total Price
3001	Crowns (Base & Noble)	150	EA		
3002	Post & Cores	30	EA		
3003	Completed Dentures	250	EA		
3004	Complete Partial Dentures (Resin)	75	EA		
3005	Partial Dentures (Metal)	175	EA		
3006	Partial Dentures (Flex)	50	EA		
3007	Denture Repairs	200	EA		
3008	Denture Reline/Rebase	175	EA		
3009	Over Dentures	10	EA		
3010	TAP III	15	EA		
3011	Custom Abutments	10	EA		
3012	Implant Crowns/Bridges	70	EA		
3013	Radiographic Guides	20	EA		
3014	Pontics	50	EA		
3015	Occlusal Guards	150	EA		

Period of Performance - Option 4					
CLIN	Item Description	Est. Yearly Usage	Unit	Unit Price	Total Price
4001	Crowns (Base & Noble)	150	EA		
4002	Post & Cores	30	EA		

4003	Completed Dentures	250	EA		
4004	Complete Partial Dentures (Resin)	75	EA		
4005	Partial Dentures (Metal)	175	EA		
4006	Partial Dentures (Flex)	50	EA		
4007	Denture Repairs	200	EA		
4008	Denture Reline/Rebase	175	EA		
4009	Over Dentures	10	EA		
4010	TAP III	15	EA		
4011	Custom Abutments	10	EA		
4012	Implant Crowns/Bridges	70	EA		
4013	Radiographic Guides	20	EA		
4014	Pontics	50	EA		
4015	Occlusal Guards	150	EA		

### A.3 IT CONTRACT SECURITY

#### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

##### 1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

##### 2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or

data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. N/A

5. N/A

#### 6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

#### 7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**A.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- <http://www.acquisition.gov/far/index.html>
- <http://www.va.gov/oal/library/vaar/>

(End of Clause)

#### **A.4 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

#### **A.5 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE**

##### **CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)**

(a) The contractor shall not require employees or contractors seeking to report fraud, waste or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

#### **A.6 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

(a) *Definitions.* As used in this clause—

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

## **A.7 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

## **A.8 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$300,000.00;

(2) Any order for a combination of items in excess of \$1,500,000.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **A.9 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the effective period noted in the SOW..

(End of Clause)

#### **A.10 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of Clause)

#### **A.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

#### **A.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the base year end date. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year end date, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **A.13 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

### **A.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

### **A.15 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

### **A.16 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **A.17 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Maine. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **A.18 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)  
(End of Addendum to 52.212-4)

See attached document: S02 - Attachment - QASP\_Template - revised.

See attached document: S02 - Attachment - Past Performance Questionnaire.

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2015

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

## INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

(a) *Submission of Offers:*

- (1) Offers shall be received on or before the date and time specified in Block 8 of the SF 1449. **Note:** Offers received after the due date and time **shall not** be considered.
- (2) Offerors shall submit their offers electronically via email to [Christopher.Humphrey@va.gov](mailto:Christopher.Humphrey@va.gov) . After the date set for receipt of offers, the apparent successful offeror shall provide the original (hard copy) SF 1449 to the Contracting Officer, upon request.
- (3) Offers shall be based on the documents issued in the solicitation.

(b) *Solicitation Questions:*

Questions of a technical nature shall be submitted to the Contracting Officer in writing via e-mail. Oral questions of a technical nature are not acceptable due to the possibility of misunderstanding or misinterpretation. The cut-off date and time for receipt of questions is specified in Block 20 of the SF 1449. Questions received after this date and time may not be answered. Questions will be answered in a formal amendment to the solicitation so all interested parties can see the answers.

(c) *Amendments:*

Amendments to this solicitation will be posted at <http://www.fedbizopps.gov>(FBO). Paper copies of the amendments will NOT be individually mailed. By registering to receive notifications on FBO, offerors will be notified by email of any new amendments that have been issued. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your offer being considered unacceptable.

(d) *System for Award Management (SAM):*

The General Service Administration's (GSA) Office of Government-wide Policy is consolidated the government-wide acquisition and award support systems into one new system - SAM. SAM is a free web-site which is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient. Currently, Central Contractor Registration (CCR), FedReg, ORCA and EPLS have been migrated into SAM. Over the coming years, additional system migrations will be completed. For more information please visit <https://www.sam.gov/portal/public/SAM/>.

Federal Acquisition Regulations require that federal contractors register in the SAM database at <http://www.sam.gov> and enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their proposal.

(End)

## PROPOSAL PREPARATION INSTRUCTIONS

(a) *Proposal Preparation Costs:*

The Contracting Officer is the only individual legally authorized to commit the Government to the expenditure of public funds in connection with this procurement. The solicitation does not commit the Government to pay any costs for the preparation and submission of an offer in response to this solicitation.

(b) *Proposal Format:*

(1) *General:*

The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations **are** applicable to this procurement. All files will be submitted as an Adobe Acrobat (PDF) file or compatible as indicated in Table One (1). Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins **ONLY**, and are not bound by the 12-point font requirement. Footnotes to text shall not be used.

(2) *File Packaging:*

All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version. The proposal files may also be submitted individually using the naming convention identified in Table One (1) (below).

(3) *Content Requirements:*

All information shall be confined to the appropriate volume. The titles and file type requirements for each file are shown in the Table below:

**Table 1**

<b>Volume Number</b>	<b>Evaluation Factor</b>	<b>File Name</b>	<b>Page Limitations</b>
Volume I	Price	Price.pdf	NONE
Volume II	Technical	Tech.pdf	40

Volume III	Past Performance	PastPerf.pdf	10
Volume IV	Veterans Involvement	Vets.pdf	NONE

**\*Note page limitations:** A Cover Page, Table of Contents, resumes and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror’s proposal will not be evaluated by the Government. Individual resumes shall not exceed 3 pages per resume.

**Volume I – Price Factor Requirement:** The Pricing Volume Shall Consist of the following:

- (1) *Proposal Summary/Cover Sheet including:*
  - i. Date submitted;
  - ii. Contractor’s name;
  - iii. Contractor technical lead contact information;
  - iv. All subcontractor(s) (if applicable) and the description of their planned subcontracting effort;
  - v. Statement that the contractor’s offer remains valid for no less than one hundred and twenty (120) calendar days from the RFP closing date.
- (2) Copy of signed Standard Form 1449 and any SF30 Solicitation Amendments. Ensure blocks 12, 17, 30a, 30b, and 30c are completed.
- (3) Solicitation Section B, Price/Cost Schedule with offerors proposed contract line item prices inserted in the appropriate spaces. **Please ensure all shipping and handling charges, if applicable, are included as part of the line item pricing; the Government will not pay the shipping charges separately.**

**Volume II – Technical Factor Requirements:** Technical Sub factors, whose subfactors are of equal importance, are: (1) Sample Prosthesis; (2) Corporate Experience/Approach; (3) Licenses and Insurance. Offerors shall propose a detailed approach that addresses the following:

- (1) Sample Prosthesis: All offerors shall submit samples of their work, as part of the technical evaluation, for which they intend to make an offer. The government is requesting (3) samples in the category of fixed, removable, and implant restorations. The samples provided in response to this proposal must be of the same quality required by this contract.

In accordance with FAR 52.212-1(d) Product Samples, these samples shall be submitted at no expense to the Government, and returned at the sender’s request and expense. The Government will not be held liable for any damage that occurs during the testing of the product. If you would like the samples returned, please ensure to provide detailed information in your response as to how you would like the samples returned.

Failure to provide the requested samples in accordance with the solicitation close date will be considered non-compliant and the submitted proposal will be removed from consideration.

Please send samples to:

VA Maine Healthcare System  
Togus Campus/Attention Michelle Hamilton  
One VA Center  
Augusta, Maine 04330

(i) Sample Prosthesis. The samples will be evaluated to ensure they meet contract quality standards detailed in the PWS, to include:

- a. Marginal integrity – crown and bridge prosthetic margins are complete and closed to the marked die margins
- b. Occlusal relationship – the prosthesis contacts the opposing teeth positively and lightly when biting
- c. Aesthetics/anatomic contours – the prosthesis matches the shape and contour of the surrounding teeth, as well as the prescribed shade/color

(2) Corporate Experience/Approach: The offeror's proposal shall be evaluated to determine if the organization has the experience and capabilities to manufacture and supply quality dental prosthesis in a timely efficient manner. VA will assess current and proposed organizational structure, staffing, resources, and internal capabilities to meet all requirements and standards within the PWS. VA will evaluate the offerors capacity to meet the services they indicate that they can provide. Provide detailed information regarding your ability to:

- a. Meet all of the requirements, terms and conditions stated in the Performance Work Statement.
- b. Meet or exceed the Turnaround Times (TAT) stated in the Performance Work Statement.
- c. Provide local site pickup and delivery at each facility either by the contractor and/or shipping service.
- d. Provide adequate staffing and management capable of supporting the VA Medical Center's workload and dental laboratory needs.
- e. Quality Assurance and Quality Control: The Offeror's approach to quality control, including the Offeror's processes and methodologies. Describe your quality management system that is currently in place as it will be evaluated for meeting the needs of the PWS and QASP requirements. Please also provide any quality certifications or licenses obtained. Please submit a Quality Assurance Surveillance Plan (QASP) as part of this technical submission. The QASP template can be found under section D (attachments), if needed.

(3) Licenses and Insurance: The contractor and all sub-contractor's facilities shall have all licenses, permits, certifications and insurance as required by local and state authorities to

provide dental laboratory services. The contractor will provide a copy of all licenses, permits, certifications and insurance for dental laboratory services in accordance with all applicable Federal, State, Municipal, and local regulations. This documentation will serve as part of the pre-award responsiveness and responsibility determination and needs to be submitted as part of the solicitation response.

- a. The contractor must prove that they are a licensed dental laboratory and are licensed to perform all of the dental laboratory services as required in the Performance Work Statement, or have the capability to be licensed prior to start of performance.
- b. Contractor must submit evidence that any subcontractor is qualified and legally able to provide services
- c. Provide proof of all appropriate insurance.

**Volume III – Past Performance Factor Requirements:** Offerors shall address the following:

- (1) Submit a list of all federal, state, or private sector contracts (prime contracts, task/delivery orders, and/or all subcontracts) in performance at any point during the three (3) years immediately prior to the proposal submission date, which are relevant to the efforts required by this solicitation. Areas of relevance include specific experience with similar work of comparable size and scope for providing dental laboratory services for an integrated healthcare system.
- (2) Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (3) Section D (attachments) of the solicitation has a past performance survey to be sent out to references. At a minimum, the worksheet should be used to reference past performance data, but additional information is also welcomed. Past Performance Surveys are to be sent directly by email to [Christopher.Humphrey@va.gov](mailto:Christopher.Humphrey@va.gov) in sufficient time as to arrive before the solicitation close date. Questionnaires received after the solicitation close date will not be considered.
- (4) The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources. In the case that an offeror without a record of relevant past performance or for whom information on past performance is not available, in accordance with FAR 15.305 the offeror may not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no record of past performance, while rated “neutral” in past performance may not represent the most advantageous proposal to the Government all factors being considered.

**Volume IV – Veterans Involvement Factor:**

The Government will assign evaluation credit for an Offeror (prime contractor) which is a Service-Disabled Veteran-Owned (SDVOSB) or a Veteran-Owned Small Business (VOSB). Non-SDVOSB/VOSB Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor.

- (1) For SDVOSBs/VOSBs: In order to receive credit under this Factor, an Offeror shall submit a statement of compliance that it qualifies as a SDVOSB or VOSB in accordance with VAAR 852.215-70, "Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors". Offerors are cautioned that they must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).
  - i. Verified SDVOSBs will receive a 10% price credit (e.g. if a SDVOSB submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$90.00).
  - ii. Verified VOSBs will received a 5% price credit (e.g. if a VOSB submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$95.00).
- (2) For Non-SDVOSBs/VOSBs: To receive some consideration under this Factor, an Offeror must state in its proposal the names of SDVOSB(s) and/or VOSB(s) with whom it intends to subcontract, and provide a brief description and the approximate dollar values of the proposed subcontracts. Additionally, proposed SDVOSB/VOSB Subcontractors must be registered and verified in VIP database (<http://www.VetBiz.gov>) in order to receive some consideration under the Veteran's Involvement Factor.
  - a. If a vendor submits a subcontracting plan where it will be using a SDVOSB, it will receive a 5% price credit (e.g. if this vendor submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$95.00).
  - b. If a vendor submits a subcontracting plan where it will be using a VOSB, it will receive a 2.5% price credit (e.g. if this vendor submits an offer of \$100.00, it will be evaluated as if it submitted an offer of \$97.50).
- (3) With regard to the requirements for registration and verification in the VetBiz database, reference VAAR 804.1102.

## **A.18 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

### **A.19 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

### **A.20 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)**

(a) *Definition.* As used in this provision—

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or Government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM

registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at <http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

## **A.21 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)**

(a) *Definitions.* As used in this provision—

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:  
Immediate owner CAGE code:

Immediate owner legal name: \_\_\_\_\_

*(Do not use a "doing business as" name)*

Is the immediate owner owned or controlled by another entity?: [ ] Yes or [ ] No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_  
Highest-level owner legal name:

*(Do not use a "doing business as" name)*

(End of Provision)

### **A.22 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

### **A.23 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Craig Harris

Craig.Harris@va.gov

Hand-Carried Address:

Department of Veterans Affairs

NCO 1

Contracting Officer (90C)

718 Smyth Rd

Manchester NH 03104

Mailing Address:

Department of Veterans Affairs

NCO 1

Contracting Officer (90C)

718 Smyth Rd

Manchester NH 03104

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

### **A.24 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

#### Subcontracting Commitments - Monitoring and Compliance

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

#### **A.25 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

## **A.26 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

- (a) Any protest filed by an interested party shall:
- (1) Include the name, address, fax number, and telephone number of the protester;
  - (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy;
  - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
  - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.10 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MARCH 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. •

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months

(End of provision)

(End of Addendum to 52.212-1)

## E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical  
Past Performance  
Veterans Involvement  
Price after discounts, if any SDVOSB/VOSB participation.

Non-Price Factors, when combined, are significantly more important than price after discounts, if any SDVOSB/VOSB participation.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

## E.12 ADDENDA TO FAR CLAUSE 52.212-2

### A. BASIS FOR AWARD

Any award will be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four following evaluation Factors: Technical, Past Performance, Veterans Involvement, and Price after discounts, if any SDVOSB/VOSB participation. The Technical Factor is significantly more important than the Past Performance Factor, which is significantly more important than the Veterans Involvement Factor, which is significantly more important than the Price Factor after discounts, if any SDVOSB/VOSB participation. The non-Price Factors when combined are significantly more important than the Price Factor after discounts, if any SDVOSB/VOSB participation. Offerors are cautioned that the award may not necessarily be made to the lowest Price offered or the most highly rated technical proposal.

### B. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation

will be rated Unacceptable and will be ineligible for award. Additionally, proposals that merely restate the PWS requirements will be rated Unacceptable.

**1. TECHNICAL EVALUATION APPROACH**

- i.) Understanding of the Problem – The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting and/or exceeding the requirements presented in the solicitation and the extent to which uncertainties are identified and resolutions proposed.
- ii.) Ability to fulfill the technical requirements - The sample prosthetics will be evaluated to determine if they meet or exceed the required specifications. The proposal will be evaluated to determine if the company’s corporate experience and approach meet or exceed the technical requirements. The Offeror’s approach to quality control, including the Offeror’s processes and methodologies, will be evaluated to determine the needs of the PWS and QASP requirements are met. The proposal will also be evaluated to ensure contractor has all of the appropriate licenses and insurance to fulfill the technical requirements.
- iii.) Feasibility of Approach – The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the level of confidence provided the Government with respect to the Offeror's methods and approach in successfully meeting and/or exceeding the requirements in a timely manner.
- iv.) Completeness – The proposal will be evaluated to determine whether the Offeror’s methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation. The proposal will be evaluated to determine the extent to which each requirement has been addressed (i.e., met and/or exceeded) in accordance with the proposal submission instructions of the solicitation.

**2. PAST PERFORMANCE EVALUATION APPROACH**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, “Offeror” refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one who will be providing critical services or whose subcontract is for more than 49% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror’s Past Performance rating.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PIIRS). The Government reserves the right to

obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.

**3. VETERAN'S INVOLVEMENT EVALUATION APPROACH**

In accordance with VAAR 852.215-70(b), eligible SDVOSB Offerors will receive full credit and Offerors qualifying as VOSB Businesses will receive partial credit for the Veterans Involvement Factor. To receive credit, an Offeror must be registered and verified in Vendor Information Pages (VIP) database (<http://www.VetBiz.gov>).

In accordance with VAAR 852.215-70(c), Non-veteran Offerors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. Offerors must state in their proposals the names of the SDVOSB/VOSB vendor whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractor must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

**4. PRICE EVALUATION APPROACH**

Fixed Price: The Government will evaluate offers by adding the total of all line item prices after discounts, if any SDVOSB/VOSB participation, including all options. The Total Evaluated Price will be that sum. If the offeror fails to provide pricing for, at a minimum, the line items identified in the pricing schedule located in the solicitation, the offer may be considered unacceptable. "Materially Unbalanced" prices and/or unreasonably high or low prices may cause the offer to be determined unacceptable. Prices which are unrealistically high or low may be indicative of the Offeror's lack of understanding of the work effort or the ability to successfully perform the task order.